



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
Greenbelt Division**

IN RE:)	
)	
THE HEALTHY BACK STORE, LLC)	Case No. 15-14653 WIL
)	(Chapter 11)
Debtor)	

**ORDER AUTHORIZING SALE OF SUBSTANTIALLY ALL
OF THE DEBTOR'S ASSETS FREE AND CLEAR OF LIENS,
CLAIMS AND ENCUMBRANCES**

This matter coming before the Court on the Motion of Debtor and Debtor in Possession (the "Debtor") pursuant to 11 U.S.C. §§ 105(a), 363 and 365 for an Order Authorizing Sale of Substantially All of the Assets of the Debtor (the "Motion") to Healthy Back Brand Holdings, LLC (the "Purchaser"); the Court having reviewed the Motion and having heard the statements of counsel and evidence in support of the relief requested in the Motion at a hearing before the Court (the "Hearing"), the Court having overruled any objections, if any; the Court finding that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), (c) notice of the Motion (and service of the proposed order) was sufficient under the circumstances; (d) the Asset Purchase Agreement executed by the Purchaser (the "APA") herein represents the highest and best offer received by the Debtor for the Assets; (e) Purchaser is a good faith purchaser under 11 U.S.C. Section

363(m); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief herein granted;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.
2. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, are overruled on their merits.
3. Capitalized terms not otherwise defined herein have the meanings given to them in the Motion or the APA.
4. The terms and conditions of the APA and as modified herein are hereby approved in all respects pursuant to Sections 363(b) and 365 of the Bankruptcy Code and the Debtor is directed and authorized to immediately take such actions as are necessary or useful to consummate, implement, and otherwise exercise any and all rights and remedies under the APA.
5. The Debtor is hereby authorized and empowered to fully perform under, consummate, and implement the APA and is authorized to assume and assign the executory contracts and non-residential leases listed on the schedules attached to the APA, as amended.
6. The Purchaser is a good faith purchaser of the Assets and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.
7. The terms and provisions of the APA, together with the terms and provisions of this Sale Order, shall be binding in all respects upon, and shall inure to the benefit of the Debtor, its estate and creditors, the Purchaser, successors and assigns, and third parties having notice hereof, including, but not limited to, all non-debtor parties asserting a claim against or interest in the Debtor's estate or any of the Assets to be sold to the Purchaser pursuant to the APA and any trustee for the Debtor hereunder appointed under any chapter of the Bankruptcy Code.

8. Except to the extent otherwise expressly provided in the APA and this Order, (a) Purchaser shall not be liable for any claims (including, but without limitation, any and all “claims” as defined in Section 101(5) of the Bankruptcy Code) against the Debtor or its estate, and (b) Purchaser is not a successor to the Debtor or its estate and is not assuming, nor shall it in any way whatsoever be liable or responsible, as successor or otherwise, for any other liabilities, debts, obligations or tax liabilities of the Debtor except as set forth in this Order or the APA.

9. Except as otherwise set forth herein, the Debtor is authorized and directed under section 363(f) of the Bankruptcy Code to sell, convey, transfer and deliver the Assets to the Purchaser (or any third party designated by the Purchaser), free and clear of any and all pre-petition and post-petition mortgages, security interests, pledges, liens, claims, interests, judgments, demands, encumbrances, restrictions or charges of every kind or nature, fixed or contingent (collectively, the “Liens” as defined more particularly in the APA) existing as of the date of the transfer to the Purchaser, and whether imposed by or asserted based on agreement, understanding, law, equity or otherwise, with all such Liens to attach to the sale proceeds in the order of their priority, with the same validity, force and effect which they now have, except, however, Mazwill Partners, LLC’s claim secured by the Lien on the Assets shall be assumed by the Purchaser and shall attach to the Assets and survive Closing in all respects. The sale of the Assets by the Debtor to the Purchaser shall constitute a legal, valid and effective transfer of the Assets (notwithstanding any requirement for approval or consent by any person) and upon delivery of the Purchase Price specified in the APA, the Purchaser shall be vested with good and sole title to the Assets free and clear of the Liens, excepting the Lien held by Mazwill Partners, LLC.

10. All entities that are in possession of some or all of the Assets on the Closing Date are directed to surrender possession of such Assets to the Purchaser or its permitted assigns at the Closing of the sale.

11. Except as otherwise set forth in paragraph 9 of this Order, if any person or entity that has filed financing statements or other documents or agreements evidencing a Lien on the Assets has not delivered to the Debtor prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of the Lien, the Debtor or the Purchaser is hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to such Assets.

12. Within 3 days of the entry of this Order, the Debtor shall serve a copy of this order on all parties in interest.

13. This Order shall be binding upon and govern the acts of all filing agents, recording agencies, secretaries of state, utility providers, providers of telephone and/or telecommunication services and all other persons and entities who may be required by operation of law to accept, file, register or otherwise record or release any documents or instruments.

14. Notwithstanding either Federal Rules of Bankruptcy Procedure 6004(h), 6006(d) and 7062, this is a final Order effective immediately and section 363(m) of the Bankruptcy Code shall apply to this Order.

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END OF ORDER